

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Acting Deputy Commissioner
3 JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
4 Department of Corporations
320 West 4th Street, Ste. 750
5 Los Angeles, California 90013-2344
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7 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS
9 OF THE STATE OF CALIFORNIA

11 In the Matter of the Accusation of THE) OAH Case No.
12 CALIFORNIA CORPORATIONS)
13 COMMISSIONER,) File No.: 963-0288
14)
15 Complainant,) SETTLEMENT AGREEMENT
16)
17 vs.)
18)
19 STAR ESCROW CO., INC., CAROLE A.)
20 WORRELL aka CAROLYN A. WORRELL,)
21 ELISA WORRELL, and MARIA GOMEZ aka)
22 MARIA ALEJANDRE,)
23)
24 Respondents.)

21 This Settlement Agreement is entered into between Carole A. Worrell also known as Carolyn
22 A. Worrell (“C. Worrell”) and Elisa Worrell (“E. Worrell”), on the one hand, and the California
23 Corporations Commissioner ("Commissioner") on the other hand, and is made with respect to the
24 following facts:

25 **RECITALS**

26 A. C. Worrell is, and was at all times relevant herein, the president and sole shareholder
27 of Star Escrow Co., Inc. (“Star Escrow”).
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2 4. E. Worrell, without admitting or denying any of the allegations contained in the
3 Accusation described in paragraph D above, hereby agrees to the issuance by the Commissioner of
4 an order (i) suspending E. Worrell from any position of employment of any escrow agent for a
5 period of two years, and (ii) barring E. Worrell from any position of management or control of any
6 escrow agent. The order shall become effective retroactive to May 23, 2009. A copy of the
7 suspension/bar order is attached and incorporated as Exhibit B.

8 5. E. Worrell acknowledges her right to an administrative hearing under Financial Code
9 section 17423 in connection with the bar and hereby waives her right to a hearing, and to any
10 reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the
11 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
12 provision of law in connection with this matter herein.

13 6. C. Worrell and E. Worrell acknowledge that Star Escrow was served with the
14 pleadings described in paragraph D above on or about May 23, 2009 and that Star Escrow will not
15 be requesting a hearing. C. Worrell and E. Worrell further acknowledge that as a result, the escrow
16 agent's license of Star Escrow will be revoked by the Commissioner upon termination of the
17 pending conservatorship of Star Escrow.

18 7. The parties hereby acknowledge and agree that this Settlement Agreement is intended
19 to constitute a full, final and complete resolution of this matter. The parties further acknowledge and
20 agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's
21 ability to assist any other agency, (county, state or federal) with any prosecution, administrative,
22 civil or criminal, brought by any such agency against C. Worrell and/or E. Worrell based upon any
23 of the activities alleged in this matter or otherwise.

24 8. Each of the parties represents, warrants, and agrees that it has received independent
25 advice from its attorney(s) and/or representatives with respect to the advisability of executing this
26 Settlement Agreement.

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1 9. Each of the parties represents, warrants, and agrees that in executing this Settlement
2 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel
3 and/or representative. Each of the parties further represents, warrants, and agrees that in executing
4 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of
5 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any
6 party or any other person or entity to make any statement, representation or disclosure of anything
7 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in
8 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the
9 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this
10 Settlement Agreement.

11 10. This Settlement Agreement is the final written expression and the complete and
12 exclusive statement of all the agreements, conditions, promises, representations, and covenants
13 between the parties with respect to the subject matter hereof, and supercedes all prior or
14 contemporaneous agreements, negotiations, representations, understandings, and discussions
15 between and among the parties, their respective representatives, and any other person or entity, with
16 respect to the subject matter covered hereby.

17 11. In that the parties have had the opportunity to draft, review and edit the language of
18 this Settlement Agreement, no presumption for or against any party arising out of drafting all or any
19 part of this Settlement Agreement will be applied in any action relating to, connected, to, or
20 involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil
21 Code section 1654 and any successor or amended statute, providing that in cases of uncertainty,
22 language of a contract should be interpreted most strongly against the party who caused the
23 uncertainty to exist.

24 12. This Settlement Agreement may be executed in one or more counterparts, each of
25 which shall be an original but all of which, together, shall be deemed to constitute a single
26 document.

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1 13. Each signator hereto covenants that he/she possesses all necessary capacity and
2 authority to sign and enter into this Settlement Agreement.

3 Dated: 6/4/09

PRESTON DuFAUCHARD
California Corporations Commissioner

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5 By _____
6 ALAN S. WEINGER
7 Acting Deputy Commissioner

8 Dated: 6/3/09

9 By _____
10 CAROLE A. WORRELL, an individual

11 Dated: 6/3/09

12 By _____
13 ELISA WORRELL, an individual
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